Name and address of registrant	Milbank, Twe l Chase Manh New York, Ne			2. Registration No.
3. Name of foreign principal	The Embassy	of Japan		ress of foreign principal setts Avenue, N.Won, D.C. 20008
5. Indicate whether your foreign princi	pal is one of the following	ng type:		
₹ Foreign government				
☐ Foreign political party				
☐ Foreign or ☐ domestic organizati	on: If either, check one	of the following:		
☐ Partnership		☐ Committee		<u>.</u>
☐ Corporation		☐ Voluntary group		
☐ Association		☐ Other (specify) _		
☐ Individual—State his nationality				
6. If the foreign principal is a foreign g				
a) Branch or agency represented by	the registrant.	None		
b) Name and title of official with wh	om registrant deals.	Nagao Hyod Minister		CRIME GRIVE
7. If the foreign principal is a foreign p	olitical party, state:		ن ا ا	
a) Principal address			ATIO	NED NED
b) Name and title of official with wh	nom the registrant deals		☆	SIGN SIGN
c) Principal aim			•	4 -< :

b) Is this foreign principal		
Owned by a foreign government, foreign political party, or other foreign principal	es 🗆	No □
Directed by a foreign government, foreign political party, or other foreign principal Ye	es 🗆	No □
Controlled by a foreign government, foreign political party, or other foreign principal Ye	es □	No □
Financed by a foreign government, foreign political party, or other foreign principal Ye	es 🗆	No □
Subsidized in whole by a foreign government, foreign political party, or other foreign principal Ye	es 🗆	No □
Subsidized in part by a foreign government, foreign political party, or other foreign principal Ye	≥s □	No □
9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used	1.)	
10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political principal, state who owns and controls it.	party o	rother
20W		
April 15, 1987 Carl J. Green, Partner Cut Date of Exhibit A Name and Title Signature		



Exhibit B

To Registration Statement

OMB No. 1105-0007

Approval Expires Nov. 30, 1986

Under the Foreign Agents Registration of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each
oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists a ful
statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant

Name of Registrant

Name of Foreign Principal

Milbank, Tweed, Hadley & McCloy

Embassy of Japan

Check Appropriate Boxes:

- 1. C3 The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- 2.

 There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3.

 The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Attachment A



<u>ee Attachment A</u>				
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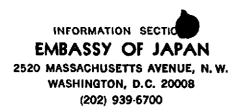
dissemination of political propagands and any other activity which the person engaging therein believes will, or illuence any agency or official of the Government of the United States or any section of the public within takes of the United States or with reference to the political or public interests, policies, or relations of a government of the United States or with reference to the political or public interests, policies, or relations of a government of the United States or with reference to the political or public interests, policies, or relations of a government of the United States or with reference to the political or public interests, policies, or relations of a government of the United States or with reference to the political or public interests. Political activity as defined in Section 1(0) of the Act mean ch he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other ited States with reference to formulating, adopting, or changing the domestic or foreign a foreign country or a foreign political party

ATTACHMENT A

TO

EXHIBIT B TO REGISTRATION STATEMENT

In addition to performing exempt legal services relating to commercial activities of the Foreign Principal, Registrant is engaged in seeking an amendment to a provision in proposed legislation (S. 790, "The Competitive Equality Banking Act of 1987") that might affect the rights of the Foreign Principal with respect to the acquisition of an Edge Act corporation. In that connection, Registrant's performance of its assignment includes discussion of the proposed amendment with members and staff of Congress and with officials of the Federal Reserve System.



RETAINER AGREEMENT

The Embassy of Japan, Washington D.C. (the "Embassy") hereby retains Milbank, Tweed, Hadley & McCloy, 1825 Eye Street, N.W., Washington, D.C. 20006 ("MTHM") to furnish advice regarding diverse U.S. legal and policy questions relevant to the work of the Embassy, in accordance with the following terms and conditions:

- 1. Carl J. Green and Elliot L. Richardson will act as principal counsel under this retainer.
- 2. MTHM's services will be limited to providing legal advice to the Embassy and will not include engaging in political activities.
- 3. The Embassy will pay MTHM as compensation for its services the sum of \$10,000 upon execution of this retainer.
- 4. MTHM will provide up to approximately fifty hours of attorneys' time pursuant to this retainer agreement.

 Should additional time or substantial disbursements become

necessary to respond to questions posed by the Embassy,
MTHM and the Embassy will discuss appropriate arrangements
to compensate MTHM for such additional time or
disbursements.

5. The term of this retainer shall be for one year beginning April 1, 1987.

SO AGREED:

The Embassy of Japan Washington, D.C.

Nagao Hyodo Minister DateApril 1, 1987

Milbank, Tweed, Hadley & McCloy

By: ich Chell

Date april 1, 1487